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Quogue, Village Of And Quogue  
Police Benevolent Assn

VI/POL

**AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES OF THE  
INCORPORATED VILLAGE OF QUOGUE**

**And**

**THE QUOGUE POLICE BENEVOLENT ASSOCIATION**

**JUNE 1, 2001 – MAY 31, 2005**

**RECEIVED**

**OCT 17 2002**

**NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD**

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AGREEMENT between the Board of Trustees of the Inc. Village of Quogue (hereinafter called the "EMPLOYER") and the Quogue Police Benevolent Association (hereinafter called the "ASSOCIATION"):

**WITNESSETH:**

WHEREAS, the Village has determined that the ASSOCIATION represents the public employees in a negotiating unit consisting of full time employees of the Quogue Police Department; and

WHEREAS, the ASSOCIATION has affirmed and hereby reaffirms that it does not assert the right to strike against the EMPLOYER during the term of this Agreement or to assist or participate in any such strike or to approve any obligation to conduct, assist or participate in such a strike; and

WHEREAS, the Village accordingly has recognized the ASSOCIATION as the exclusive representative of said Employees for purposes of negotiating collectively with the Village in the determination of their terms and conditions of employment, and the administration of grievances arising thereunder, and

WHEREAS, the Village and the Association have re-negotiated the written agreement embodying the wages and other terms and conditions of employment which is effective from June 1, 2001 until and including May 31, 2005.

Now, therefore, for and in consideration of the promises herein contained, the parties hereto bind themselves and agree as follows:

**SECTION 1. – AGREEMENT** – This Agreement shall encompass the rates of wages and conditions of employment of all employees of the Quogue Police Department who have the designation of Police Officer, Detective, Sergeant, Detective Sergeant (if the position is created), and Lieutenant (if the position is filled), hereafter collectively referred to as Employees).

**SECTION 2. – RECOGNITION** – The Employer recognizes the Association as the sole and exclusive bargaining agent and representative for all full time employees with the ranks as stipulated above in the Police Department of the Village of Quogue, State of New York, for the maximum period permitted under law.

**SECTION 3. – UNION OBLIGATION -** The Association obligates itself to use its best efforts to see that all Employees of the Quogue Police Department, for whom it is the bargaining representative, will faithfully perform the terms and conditions of the Agreement.

**SECTION 4. – WAGES –** The wages for the duration of this contract shall be as set forth on SCHEDULE “A” attached.

A. During the first six years of service in the Quogue Police Department, a Police Officer will receive the contractual salary, in effect, for time served. He will also receive any increases, within his/her step, on the dates shown. A Police Officer’s step will change on his anniversary date, which shall be the date on which he/she was appointed Police Officer in the Quogue Police Department.

B. For all full time hires after June 1, 1997, seven salary increase steps shall be needed to reach top Police Officer salary. During the first eight years of service in the Quogue Police Department, a Police Officer will receive the contractual salary, in effect, for time served. He/she will also receive any increases, within his/her step, on the dates shown. The wages for the duration of this contract as established in Section 4B shall be set forth on SCHEDULE “A2”.

C. All wages shall be paid bi-weekly by check or checks on Friday of every other week, except when Friday occurs on a holiday when such payment shall be made on the previous day.

D. All pay for items other than basic regular salary shall either be paid for by separate checks or shall be separately itemized if more than one item is on a single check.

**SECTION 5 – HOURLY AND DAILY RATE OF PAY-** Overtime pay shall be calculated based upon a 237 day duty chart with the addition of longevity and night differential into the base for computation purposes.

**SECTION 6. – LONGEVITY PAY.**

A. Police Officers shall be entitled to longevity payments as follows:

1. Effective June 1, 1997, after five (5) years of completed service, an officer’s longevity payment using the following schedule shall be implemented:

Police Officer	\$1,700.00
Detective	1,800.00
Sergeant	1,900.00
Lieutenant	2,200.00

2. 4.6% of base pay after ten (10) years of completed service



2. 4.6% of base pay after ten (10) years of completed service

3. 6.9% of base pay after fifteen (15) years of completed service.

B. For purposes of longevity, service must be continuous except that leaves of absence or resignations (if reinstatement is made within one year) will not constitute a "break" in service, but if the leave of absence is for more than one year, no credit will be given for the time of leave except for a military leave of absence. Suspensions shall not be deemed a break in service.

C. An officer appointed to the Quogue Village Police Department as a full time Employee, having had full time continuous service with another police department, will be credited with time served with the prior department for the purposes of longevity pay only.

D. All benefits and vacations having to do with seniority shall be computed in the following manner:

June 1 of each year shall be the date used in making the above mentioned computations. Accordingly, a member covered by this Agreement who started work between June 1 and November 30 shall have his seniority computed from June 1 of the same calendar year. A member covered by this Agreement who started between December 1 and the following May 31 shall have his seniority computed from the next succeeding June 1.

E. Employees who are entitled to longevity pay on June 1<sup>st</sup> shall be paid the full amount on or about the first day of July of each year.

#### **SECTION 7. - COMPENSATION FOR TRAINING OUT OF AREA**

All hours of travel time for single day training out of area shall be compensated at the rate of time and one-half for all time expended in travel to the extent that said time and training exceed eight (8) hours.

#### **SECTION 8. - INSURANCE**

A. The Village will continue to pay one hundred percent (100%) of the cost of participation of the Employee's medical plan. The Employer shall have the right to change the carriers of any policy. However, any benefits resulting therefrom should be of more or equal benefit to the Employee at equal or lesser cost as measured by the Empire Plan Core Plus enhancements for New York State Government Employees. Effective June 1, 1997, under the Quogue Health Plan, employees shall pay four (4) dollars for each generic prescription, and eight (8) dollars for each brand name prescription. In addition, effective June 1, 1997, under the Quogue Health Plan,

radiologist, diagnostic testing, medical office visits, allergy care, Chiropractic visits, Physiotherapy and Psychotherapy visits.

B. An Employee who retires whether said retirement is based upon ordinary service credit, ordinary or accidental disability retirement shall have the employee's insurance coverage provided for by the Village in accordance with the New York State Government Employee's Health Insurance Program. It is understood that if a retired employee receives hospitalization coverage while employed by another employer he will then withdraw his coverage from the Village in compliance with the New York State Government Employees Health Insurance Program. Employees who are retired based upon a medical disability shall have the Employee and the Employee's dependent's insurance coverage provided for by the Village without payment contributions on the part of the Employee. It is understood, however, that should the Employee return to work in any capacity, the Village's obligation to pay said insurance shall terminate.

C. In the event an active employee becomes deceased, the Village will continue the spouse and family of the deceased employee in the Village's medical plan at Village expense for one year.

D. Effective June 1, 2001, Employees covered under this Agreement will be covered for dental care and eyeglasses by the Civil Service Employee Association (CSEA) Equinox Dental Plan and Silver Vision Plan. In the event that the CSEA plans are discontinued, the Village will provide dental and eyeglass insurance of equal coverage.

E. The Employer shall provide term life insurance in the amount of ONE HUNDRED THOUSAND (\$100,000) DOLLARS for each Employee at no cost to the Employee. In any event, the Village's obligation to pay said premiums shall be limited to rates in effect for term life insurance.

#### **SECTION 9. RETIREMENT**

The Village shall provide for the Employees, the following retirement benefits: Section 384-d of the Retirement and Social Security Law of the State of New York (20 years non-contributory plan provided such plan is then available). The Employer agrees to pay ONE HUNDRED PERCENT (100%) of the cost of said plan. Additionally, the Employer agrees to make available to the Employees, the provisions of Section 375-I of the Retirement and Social Security Law.

## **SECTION 10. – LINE OF DUTY RETIREMENT**

In the event that an officer applies for a line of duty retirement, the officer shall be entitled to have fees for expert medical witnesses only paid in full by the Village if it is necessary to file an appeal. This provision shall only apply to retirement applications endorsed by the Village.

## **SECTION 11. – DEATH BENEFITS**

A. In the event of the death of an employee, his designated beneficiary shall be paid all earned, but deferred benefits such as wages, overtime pay, holiday, unused vacation time, termination pay and other like compensation.

C. The Employer adopted a resolution on February 15, 1974 making available to the full time members of the Quogue Village Police Department a guaranteed ordinary death benefit as provided in Section 360-b of the Retirement and Social Security Law.

D. The Village shall pay all reasonable funeral expenses incurred by the family of an employee who dies in the line or performance of duty up to a maximum of THREE THOUSAND FIVE HUNDRED (\$3,500) DOLLARS.

## **SECTION 12. NIGHT DIFFERENTIAL**

A night differential shall be paid to full time Police Officers when said officers work as follows:

A. Employees working at least 75 hours between the hours of 4:00 p.m. and 8:00 a.m. during each quarterly period (defined as three months).

B. Night differential shall be payable and shall be paid in two equal installments on or about December 1<sup>st</sup> and June 1<sup>st</sup> of each year.

C. Effective June 1, 2001 to May 31, 2002, annual payment shall be in the amount of THREE THOUSAND EIGHT HUNDRED AND FIFTY (\$3,850.00) DOLLARS. Effective June 1, 2002 to May 31, 2003, annual payment shall be FOUR THOUSAND AND FIFTY (\$4,050.00) DOLLARS. Effective June 1, 2003 to May 31, 2004 annual payment shall be FOUR THOUSAND TWO HUNDRED AND FIFTY (\$4,250.00) DOLLARS. Effective June 1,

2004 to May 31, 2005 annual payment shall be FOUR THOUSAND FOUR HUNDRED (\$4,400.00) DOLLARS.

**SECTION 13. – UNIFORM AND CLEANING ALLOWANCE**

A. Employees hired prior to June 1, 1986, will be issued listed uniform and equipment Items (or equal) see Schedules B and C respectively, which have never been issued to them, or have not been previously purchased by them. An employee hired after June 1, 1986 but who was previously a part time Police Officer in the Quogue Police Department, will be treated the same. An employee hired after June 1<sup>st</sup>, 1986, and new to the profession, will be issued the equipment listed on Schedule C, and the clothing on Schedule B in a summer and winter installment.

B. Employees with one or more years of seniority shall receive an annual uniform Allowance to maintain the items set forth on Schedule B in the amount of SIX HUNDRED (\$600.00) DOLLARS. The numerical limitations on Schedule B shall not apply to employees with one or more years of completed service. Annual uniform maintenance allowance shall be drawn upon as needed and purchases shall be submitted on voucher forms provided by the Village.

C. A Detective shall receive an initial issue of plain clothes, with the approval of the Chief, costing up to SIX HUNDRED (\$600.00) DOLLARS. He will also be issued uniform and equipment items as set forth in "A" above. The Detective shall receive an annual allowance to maintain the above stated clothing and uniform in the amount of SIX HUNDRED (\$600.00) DOLLARS. This allowance shall be drawn against on an as-needed basis.

D. Effective June 1, 2001 the Employer shall pay an annual cleaning allowance of SEVEN HUNDRED TWENTY FIVE (\$725.00) DOLLARS. Effective June 1, 2002 the said amount for cleaning allowance shall be increased to SEVEN HUNDRED SEVENTY FIVE (\$775.00). Effective June 1, 2003 said amount for cleaning allowance shall be increased to EIGHT HUNDRED TWENTY FIVE (\$825.00) DOLLARS. Effective June 1, 2004 said amount for cleaning allowance shall be increased to EIGHT HUNDRED SEVENTY FIVE (\$875.00) DOLLARS. Cleaning allowance shall be payable in two equal installments on or about December 1<sup>st</sup> and June 1<sup>st</sup>. Cleaning allowance shall be payable to all employees, including those assigned to Detective or plain clothes status.

E. If the Chief of Police determines that uniforms or personal items, such as watches

and glasses, have been destroyed or damaged in the line of duty, they will be replaced or repaired by the Employer at no cost to the Employee and shall be considered an addition to the annual uniform allowance. Except in the case of uniform, the Employer's maximum liability for any one incident shall not exceed TWO HUNDRED FIFTY (\$250.00) DOLLARS.

#### **SECTION 14. – CIVIL FEES.**

Whenever an Employee is subpoenaed in a civil action, all fees paid for his attendance as a witness shall be the responsibility of such Employee.

#### **SECTION 15. MILEAGE ALLOWANCE.**

Whenever an Employee while not on a scheduled tour of duty is required to attend in court, other governmental agency or any other official police duty, other than in civil cases provided in Section 14, he shall be paid mileage allowance from his residence to the from such court, agency or other official duty, at the rate of twenty-five cents (\$.25) per mile. Such mileage allowance shall not be paid if the Village provides transportation.

#### **SECTION 16. – TERMINATION PAY.**

Upon termination, except for cause, an Employee shall be paid for all earned by deferred benefits such as wages, compensatory time, overtime pay, holiday pay, unused vacation time, and other like compensation, and after ten (10) years of service, for unused accrued sick leave (payment for which shall be as set forth in Section 21G of the Agreement). If an employee is terminated for cause, he shall only be paid those benefits to which he became entitled for the fiscal year of his separation from service. The Employee may choose between payment in one lump sum upon separation or, alternatively, to receive the sum payable, divided into such equal yearly payments, payable on the anniversary date of separation. The selection of payment plans shall be made prior to March 15 in the fiscal year prior to the fiscal year of separation and shall be irrevocable. In the event of death of an Employee, the above payments shall be made to his designated beneficiary filed with the Employer and the Employer herewith extends the benefits of Section 208-C of the General Municipal Law to the Employees.

#### **SECTION 17. COMPENSATION APPLICATION.**

For purposes of New York State Retirement System, only earnings defined in said system shall be regarded as compensation, but compensation other than set forth in Section 4 shall not be regarded as salary or compensation for the purpose of determining the right to any increase in

salary or salary increment. Compensation paid in accordance with this Agreement shall not be construed to constitute a promotion.

#### **SECTION 18. – EDUCATIONAL BENEFITS.**

The Employer shall adopt an educational incentive plan as follows:

To be eligible for this incentive plan, the member must:

1. Have completed his probation period;
2. Have completed his basic Police Academy training;
3. Also have at least four (4) years on the job if the Employee has less than 30 college credits. If he has over 30 credits, he becomes eligible after completing 1 and 2 above, computed as follows:

Eligible employees working toward an A.A. degree shall be reimbursed for tuition at The Suffolk County Community College (SCCC) rate up to six ((6) credits per year, after the credit(s) is earned. Eligible employees working toward a Baccalaureate or higher degree in Police Science shall be reimbursed for tuition at the State University of New York (SUNY) rate up to six (6) credits per year, after the credit is earned. Upon earning such Baccalaureate Degree, the Employee shall have 5% added to his base pay.

#### **SECTION 19. WORK SCHEDULE**

A. The hours of work shall be eight continuous hours in any one day, which shall include a one hour meal period, for not more than five (5) days in any one week which shall conform to the present practice of the three platoon system, with the first tour from 12:00 Midnight to 8:00 a.m., the second tour from 8:00 a.m. to 4:00 p.m., and the third tour from 4:00 .m. to 12:00 Midnight, or as otherwise scheduled by the Chief of Police. The tours specified shall not apply to special assignments such as plain clothes duty.

B. The work schedule shall rotate as follows: Four (4) days of first tour of duty, a seventy-two (72) hour swing; five (5) days of second tour of duty, a seventy two (72) hour swing; four (4) days of third tour of duty, a seventy-two (72) hour swing. The agreed upon schedule is two hundred thirty-seven (237) work days. Any days worked more or less than two hundred thirty-seven days shall be credited or paid back to the Department as determined by the Chief of Police.

C. Detectives shall work a schedule of two changing tours which shall be rotated as

follows: four (4) days on duty, a seventy-two (72) hour swing, four (4) days on duty, a seventy-two (72) swing, four days on duty, a fifty-six (56) hour swing.

D. The Village will have the option of purchasing any additional days credited as a result of work schedule deviations from individual officers at a straight time rate of pay. Detectives and Employees assigned to work in plain clothes shall be entitled to six (6) additional chart days off per year in order to maintain a unified work schedule within the Police force. Chart days can only be carried over to the following fiscal year up to a maximum of five (5) days if use of those chart days was disapproved by the Chief of Police after being timely requested. This chart day carry over applies only to Detective and Lieutenant.

E. The Association requests that all shifts be manned by two Police Officers, excluding Detectives, at all times. Although staffing is a Village responsibility, the Village recognizes the reasons for the request and the benefits to be derived. The Chief will attempt to schedule such coverage within budgetary and manpower limits, but the final determination on such matters shall remain with the Chief of Police and Board of Trustees.

#### **SECTION 20. OVERTIME.**

A. Overtime shall consist of all work in excess of eight (8) hours in any one day or in excess of the regularly scheduled work week, excluding payback days.

B. Seasonal and/or part time employees shall not be used for any special overtime work such as DWI, seat belt tours, etc. other than normal patrol tours, unless all members of the bargaining unit refuse said overtime.

C. All overtime compensation, to which an Employee is entitled, shall be paid for at the rate of one and a half (1 1/2) times the Employee's hourly rate of pay. The Employees may exercise their option to be compensated by one and a half (1 1/2) hours of compensatory time for each hour of overtime by indicating same on their pay sheet. Overtime shall be paid in the pay period in which it is accrued.

D. Compensatory time may be taken at a minimum of one (1) or more hours at any one time, at times to be mutually agree between the Chief of Police and the Employee.

E. It is understood and agreed that when required by police necessity such as civil disorders and the like, over which the Department has no control, and upon express written order of the Police Chief, that tours of duty can be changed to fulfill the police necessity without the payment of overtime. Court appearances and the like shall not be deemed a police necessity.

F. Notwithstanding the above provisions, tours of duty may be changed, without penalty, for school, seminars, and in-service training programs to a maximum of thirty-two (32) hours per year.

1. Notwithstanding the above provisions, two officers, upon written notice to the Chief of Police, may mutually switch tours of duty and said tour switch shall not result in any cost of any kind whatsoever to the Village. There shall be no more than one (1) double tour per set of tours (see Section 19A), and no more than 11 days worked in a row, unless authorized by the Chief of Police. There shall be no switching of shifts among unit members of the different rank without written notice to and approval of the Chief of Police.

2. When tours of duty are changed other than in cases of police necessities (as determined by the Chief of Police), the compensation to be received by affected personnel shall be at the rate of time and one half for all of the hours worked other than during normal duty tours and at the regular rate of hours worked during the said original tours of duty.

3. At no time may the Chief of Police alter tours of duty for the purpose of avoiding overtime.

4. Training time restrictions shall not be applicable for extended schools requested by the employee such as the F. B. I. Academy.

G. Accumulated compensatory time will be taken or paid for within the contractual year earned. A maximum of four days compensatory time may be paid for at the prevailing rate in the last pay period of the contractual year.

H. If an Employee performs police duties within the village during the Employee's off duty hours, the Employee shall be entitled to overtime compensation (upon approval of the Chief of Police) for the time actually spent, and insurance coverage which the Employee would have had if on duty at the time, and the expenses incurred in performing such duty. Any assistance or testimony subsequently required of the Employee in civil and criminal proceedings, administrative proceedings, etc., resulting from the off duty action taken by the Employee, shall be compensated pursuant to the applicable provisions of the contract. This provision shall not be applicable to any police work arising out of the performance of an off duty, private job, in which the duties of the Employee are directly related to investigation, apprehension, and/or detention.

I. In the event an employee misses a meal as a direct result of the termination of said



meal period or unavailability of said meal period by direction of a supervisor, the employee shall be compensated for the missed meal period at the overtime rate.

#### **SECTION 21. - SICK LEAVE**

A. Each Employee shall be entitled to accrue "sick time" at the rate of 1.66 days per month for a total of 20 days per year.

B. Sick leave not used shall be accumulated to a maximum of TWO HUNDRED FIFTY (250) DAYS.

C. An Employee may be required to present a physician's statement and medical documentation substantiating his illness in the sole discretion of the Chief of Police or his designee. The Employer shall provide reimbursement for a non-emergency hospital emergency room visit upon approval of the Chief of Police under the following circumstances: 1) when such treatment is received pursuant to Department policy, and 2) when it can be documented that such treatment at the hospital emergency room was sought after a request for a waiver of the physician's note was refused by the chief of Police or his designee.

D. An Employee who is on sick leave or injury leave may not leave the Employee's place of residence or place of confinement at any time during the tour from which the Employee has absented himself, unless the Chief of Police, in individual cases, directs otherwise.

E. An Employee may use up to TEN (10) sick days leave in each year in the event that his spouse or member of his immediate family living in the household cannot take care of themselves or take care of children of the Employee for which the Employee has the responsibility of a parent. A Doctor's Certificate must accompany the pay sheet covering the period of requested by the Chief of Police.

In the event of hospitalization of a family member, the employee may use family sick leave at the discretion of the Chief of Police. The total number of family sick days may not exceed ten (10).

F. An Employee shall not lose sick leave entitlement, or pro-rated cleaning allowance because of absence due to an on duty injury. If such an absence extends longer than SIX (6) months in any fiscal year, then any unused vacation, due in that year, may be accrued in spite of the restrictions in Section 22, paragraph F below, but in no event may the accrual total more than SEVENTY (70) days.

G. After TEN (10) years of service, unused sick leave shall be paid for on retirement to

the Employee or upon death to his designated beneficiary at the rate of one (1) day to be paid for each unused sick day up to TWO HUNDRED (200) DAYS, and paid for one (1) day for each two (2) days for the next accumulated fifty (50) days, bringing the total of unused sick days paid on retirement to a total of TWO HUNDRED AND TWENTY FIVE (225) days. An Employee who uses five or fewer sick days in one fiscal year may have five (5) additional days added to his 'sick day bank'.

H. Employees who are absent as a result of a line-of-duty injury shall continue to be paid all benefits for a period of SIXTY (60) working days. Then, effective on the SIXTY FIRST (61st) consecutive working day of absence, the Employee shall not be compensated for night shift differential while the employee is excused from duty.

## **SECTION 22. – VACATIONS**

A. The Employer shall adopt a vacation schedule as follows:

During the last six months of 1 <sup>st</sup> year .....	5 working days
During the 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> and 5 <sup>th</sup> year .....	15 working days
During 6 <sup>th</sup> , 7 <sup>th</sup> , 8 <sup>th</sup> 9 <sup>th</sup> and 10 <sup>th</sup> year .....	20 working days
During 11 <sup>th</sup> , 12 <sup>th</sup> , 13 <sup>th</sup> , 14 <sup>th</sup> , 15 <sup>th</sup> , and 16 <sup>th</sup> year .....	25 working days
During 17 <sup>th</sup> and each year thereafter .....	27 working days

B. Vacations shall be chosen 1) by rank and 2) by seniority in rank in accordance with past practice. TEN (10) days of a member's vacation may be taken during the period from June 15<sup>th</sup> to September 15<sup>th</sup> each year, subject to the approval of the Chief of Police.

C. Two officers may take vacation on the same day provided they are on different shifts, except on holidays and between June 15<sup>th</sup> and September 15<sup>th</sup>.

D. When an Employee has incurred a non-refundable expense of more than TWENTY-FIVE (\$25.00) DOLLARS towards an assigned vacation, he shall not be recalled during such vacation unless the Department shall reimburse him for his actual provable expense as a result of such recall.

E. Except in the event of a public emergency and the actual full mobilization of the Department, an Employee shall not be recalled during his regularly assigned vacation period, or except in the event of full or partial mobilization, from his compensatory time off and personal leave days.

F. Employees who suffer an illness of THREE (3) days or more while on vacation may

use their sick leave for the term of the illness, and have their vacation time adjusted, provided proper notice is given and a doctor's certificate covering the term of the illness is presented, and provided further that the Chief approves the adjustment.

G. After THREE (3) years of service in the Quogue Police Department, Employees have the right to accrue unused annual vacation time to a maximum of SEVENTY (70) days, at the following rates: FIVE (5) days per year for years six (6) through ten (10); after TEN (10) years of service, ten (10) days per year. A maximum of TEN (10) days accrued from any prior year may be used in any subsequent fiscal year.

H. Working vacations: Employees will be given the option to work their vacation up to a maximum of TWENTY-SEVEN (27) days, for the last year of employment after they have become eligible to retire. This benefit may be used only once, and one used, Employee may not accrue more than FIFTEEN (15) days vacation. Payment for such worked vacation will be made in the pay periods covering the worked vacation. The foregoing shall not increase the daily rate of pay used to compute compensation paid for benefits hereunder.

I. Upon retirement, unused vacation days shall be paid to employee at the employee's daily rate of pay, calculated by dividing the base annual salary (exclude longevity and night differential in computing annual salary) by 237.

J. After three (3) years of service, an officer may sell back to the employer up to FIVE (5) vacation days per year at the current daily rate of pay.

### **SECTION 23. - HOLIDAYS**

A. Employees shall receive the following THIRTEEN (13) paid holidays whether worked or not: Martin Luther King Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; Christmas Day; New Year's Day; Lincoln's Birthday; Washington's Birthday; Easter; Memorial Day and Election Day. Payment therefore shall be made in lump sums on November 30<sup>th</sup> and May 30<sup>th</sup> for holidays occurring prior thereto. Holiday pay shall be based on a TWO HUNDRED THIRTY SEVEN (237) day work chart.

B. Employees who are on sick leave due to line-of-duty injury or illness will continue to receive holiday pay.

C. Veterans who actually work on Veterans' or Memorial Day shall receive compensatory time off for each hour worked and shall be permitted to take said compensatory leave within ONE (1) year of it being earned.

## **SECTION 24 – RECALL AND CALL IN**

A. Any Employee called in for any period of time at hours other than his regularly schedule tour of duty, or who is recalled after having complete his tour of duty, shall receive overtime pay of not less than FOUR (4) hours at his current hourly wage. However, this provision shall not apply to work up to TWO (2) hours in duration performed directly before the beginning of a regularly scheduled tour, for which he shall be paid at his regular rate, in addition to overtime for hours worked prior thereto. Call-in pay, as set forth above, shall include but not shall not be limited to attendance in court or other governmental agency or any other official police duty.

B. The Employee shall remain on recall to complete the function for which the employee shall be called unless otherwise directed by the Chief of Police according to the needs of the department, except in the case of court recall where the employee shall be permitted to leave upon completion of court duty.

C. The parties acknowledge that the Village retains the right in its sole discretion to employ qualified part-time police officers during any special event or emergency.

D. Except for an emergency, the Chief of Police shall have the right to call TWO (2) Department-wide and FOUR (4) additional meetings per year with the supervising Employees. For attending such meetings, Employees shall be entitled to be paid at the appropriate overtime rate if they are not on duty; the recall provision of this section shall not be applicable.

E. Holiday pay shall be determined by dividing the employee's regular base pay by 237.

F. If an Employee is required to attend in court, at an administrative meeting, or at another government agency, at a time other than on his regularly scheduled tour of duty, he may be excused at 5:30 a.m. from his immediate prior tour of duty if such tour is the midnight tour, unless other arrangements are made with the Chief's permission. In the event that two officers on the same midnight tour are scheduled for court, only ONE officer may leave at 5:30 a.m. The second officer who remains on duty shall be paid time and one half for the hours 5:30 a.m. to 8:00 a.m. Overtime payment shall be pursuant to Section 20 C

G. 1. The Village agrees to pay overtime for any officer called in to meet with an attorney on behalf of the Village when he is not a Defendant in said action, unless the meeting occurs during work hours.

2. In the event that an officer is a Defendant in an action, and is supplied with counsel pursuant to Section 50J of the General Municipal Law by the Village, every effort will be made to schedule any meeting with said counsel during the officer's working hours. If, however, the meeting cannot reasonably be scheduled during working hours, the officer shall meet with said counsel on his own time.

#### **SECTION 25 - PERSONAL DAYS**

A. Each Employee shall be entitled to FOUR (4) days personal leave for which the Employee may absent himself from duty for the purpose of taking care of and providing for his personal business affairs, family affairs and other personal problems which shall not, however, include absence for funerals or illness. Any Employee seeking a personal leave day will provide a minimum of TEN (10) days written notice of such leave time requested to the Chief of Police and said leave time will be granted subject to departmental emergencies, personal leave requests for the same day made by another police officer and such requests shall be handled in the order presented and in accordance with the minimum staffing requirements of the department and shall not be denied unless there are no other police officers available to work. Leave time requests made upon less than TEN (10) days written notice may be granted or denied at the discretion of the Chief of Police.

B. Personal days shall be pro-rated for a portion of a year worked.

C. Unused personal days may be converted to sick days on a one-for-two basis. Unused personal days so converted shall not be used to increase the number of accrued sick days allowed in Section 21-B

#### **SECTION 26. - CHILD CARE LEAVE AND LEAVES OF ABSENCE**

A. 1. An employee with one (1) or more year of service shall be granted child care leave from the date of the birth or adoption of a child (with proof of birth or adoption) up to, but no longer than, nine (9) months after the birth or adoption of the child. The employee shall be returned to duty without loss of seniority or longevity provided the employee notifies the Department in the sixth (6) month of leave that the employee intends to return. Longevity and seniority, however, shall not accrue during such leave.

2. The Employee, at his/her sole discretion, may use sick leave, vacation, personal days, or compensatory time before being taken off the payroll for such leave purposes.

3. Upon return from such child care leave, the Employee shall be returned to

service in the same rank but not necessarily to the same assignment.

4. The Village may elect to utilize a physician of its choice to determine when the Employee is able to return to duty after a terminated pregnancy or still birth.

B. A leave of absence of up to one (1) year without pay may be granted with the approval of the Board of Trustees, upon application of an officer. Upon return from such leave of absence, the officer shall be returned to service in the same rank, but not necessarily to the same assignment.

#### **SECTION 27. - PROMOTION BENEFITS**

If an Employee of the Department is scheduled to take a promotional exam, he shall have at least eight (8) hours off prior to taking such exam. If scheduled to work an 8 – 4 tour of duty the employee shall be given that tour off. Should an employee be scheduled for a 4 – 12 tour of duty and the exam has still not concluded, the employee will be allowed to arrive to the scheduled tour after the completion of the exam. The employee shall be required to provide documentation of the examination having been taken in order to receive this benefit.

#### **SECTION 28. – P.B.A. PRESIDENT AND DELEGATES**

The PBA President and/or delegates, during non-duty hours, while performing PBA duties, shall be carried on an “on duty” status for Health Insurance and Workers’ Compensation purposes only. The PBA President or PBA delegates shall be required to notify the Chief when those hours will occur.

Nothing contained herein shall entitle the PBA President or PBA Delegates to overtime or recall pay nor to compensatory time off, nor to any other monetary or fringe benefits provided for in this contract for the period of time they are considered “on duty” under the terms of this section.

#### **SECTION 29. – FUNERAL LEAVE**

A. An Employee shall be entitled to four (4) consecutive working days off as leave with pay for the funeral of a wife, child, father, mother, sister or brother. These four (4) consecutive working days shall include sick leave and holidays which occur during such four (4) day period and shall not be in addition thereto

B. An Employee shall be entitled to up to four (4) consecutive days off on leave with pay, at the sole discretion of the chief of Police, for the funeral of a father-in-law, mother-in-law, grandmother or grandfather. These four (4) consecutive days shall include sick leave, holidays

and days off which occur during each four day period and shall not be in addition thereto. The right to attend funerals of close friends may also be granted by the Chief of Police

### **SECTION 30. – P.B.A. COMMITMENTS**

A. The President of the Quogue Police Department PBA or the President's representative shall be granted up to fifteen (15) days per year to attend to official PBA functions. Two members of the PBA may represent PBA at the same time for official PBA business, but not if the two are on the same tour. The total number of days allowed per year for PBA business shall remain at fifteen (15).

B. When a member of the negotiating committee is scheduled to work a midnight to eight a.m. tour of duty on the date of a scheduled negotiating session, the Employee shall be given that tour of duty off.

C. In the event that the PBA elects to participate in a funeral for a slain police or peace officer, the village shall provide a marked police vehicle for the purpose of attendance at funeral for a maximum of 200 mile round trip. The village's obligation under this section is limited to the availability of a marked police vehicle based upon the patrol needs of the department.

### **SECTION 31. – AGENCY SHOP**

The employer shall make dues deductions from the payroll checks of Employees in accordance with voluntarily signed, written authorizations submitted to the Employer by individual Employees provided the deductions are uniform for all Employees granting the Employer such authorization. Dues deducted in accordance with such authorizations shall be forwarded to the Association and the Employer shall be held harmless for any misfeasance, malfeasance or nonfeasance with respect to such monies.

### **SECTION 32. – BILL OF RIGHTS**

All members of the Quogue Village Police Department shall be entitled to the protection of what shall be hereafter termed as the "Bill of Rights for Members of the Quogue Police Department" and which provides as follows:

The Police Department has established the following procedures to govern the conduct and control of investigation:

The wide-ranging powers and duties given to the Department and its members involve them in all manner of contacts and relationships with the public. Out of these contacts come many questions that often require immediate investigation by the superior officers designated by

the Police Chief. In an effort to insure that these investigations are conducted in a manner that is conducive to good order and discipline, the following guidelines are promulgated:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty, unless the exigencies of the investigation dictate otherwise.

2. The interrogations shall take place at a location designated by the investigating officers.

3. The member of the force shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. The address of complainants and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations should be provided. If it is known that a member of the force being interrogated is a witness only, he should be so informed at the initial contact.

4. The questioning shall not be overly long. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

5. The member of the force shall not be subjected to any offensive language, nor shall be threatened.

6. If a member of the force is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the Miranda Decision.

7. Except as provided for in paragraph six (6) immediately preceding, the law and this contract impose no obligation, legal or otherwise for the Department to provide an opportunity for an employee to consult with counsel or anyone else when questioned by a superior officer about the employee's fitness on matters relevant to the employee's continuing fitness for police service. Nevertheless, in the interest of maintaining the usually high morale of the force the department shall afford an opportunity for an employee if the employee so requests to consult with counsel and/or a representative of the association before being questioned concerning a serious violation of the rules and procedures providing the interrogation is not unduly delayed. However, in such cases interrogation may not be postponed for the purposes of consultation past 10:00 a.m. of the day following the notification of interrogation.



The employee shall have the right to have his counsel and/or the association representative present to assist the employee during the interrogation.

In no event shall this section or article be interpreted to mean that a representative must be present for normal incidental contact between a superior officer and an employee concerning the day to day operations of the force and the incidental activities of the officer during a tour or set of tours unless the employee is a target of a specific investigation.

### **SECTION 33. – GRIEVANCES**

I. **PREAMBLE:** In order to establish a more harmonious and cooperative relationship between the Village and the Employees, and avoid and resolve disputes involving alleged violations of the terms of this Agreement to provide for the settlement of differences through an orderly grievance procedure. All the provisions of this Section of this Agreement shall be liberally construed for the accomplishment of this purpose

#### **II. BASIC STANDARDS AND PRINCIPLES**

1. Every Employee shall have the right to join or to continue as a member of any employee association or labor organization or become a member of any society or group of persons which teaches or advocates that the government of the United States or of any statute of any political subdivision thereof shall be overthrown by force or violence, or by unlawful means.

2. Every employee shall have the right to present his grievance in accordance with the procedures prescribed hereunder, with or without a representative of his own choosing, free from interference, coercion, restraint, discrimination or reprisal. There shall be no discrimination against any member of the Police Department because such member has formed, joined or chosen to be represented by any employee organization for the purpose of this provision. The Association shall have the right to initiate a grievance of an Employee of the Police Department and the Association shall have the right to initiate group grievances. Such group grievances shall be initiated at the first level (Chief). All grievances shall be initiated not later than ninety (90) days after the date of occurrence of the aggrieved event.

3. It is the fundamental responsibility of supervisors at all levels to consider and, commensurate with authority delegated by all levels to consider and, commensurate with authority delegated by the head of the other Department or agency, to take appropriate action promptly and fairly upon the grievances of their subordinates. To this end, appropriate authority shall be delegated to supervisors by heads of departments and agencies.

4. The commanding Officer shall be responsible for carrying out the provisions of this procedure and the regulations prescribed hereunder and maintaining the standards herein prescribed in his command.

5. The Commanding Officer shall hold conferences at appropriate times with members of the Police Department on problems relating to conditions of employment and the continued improvement of the public service. Proposed new rules or modifications of existing rules governing working conditions should, wherever practicable, to be announced in advance and discussed in conference with employee representatives before they are established. Employees are encouraged to contribute their experience and their ideas to the solution of problems in the public service and to acquire a feeling of identification with the objectives of their Department.

### III. CONSIDERATION OF GRIEVANCES

Employees, supervisors and appointing authorities are expected to exhaust every administrative device to settle amicably all differences of opinion. In the interest of uniform procedure to expedite handling, employees are expected normally to present their problems to grievances through regular supervisory channels in the following order:

#### A. FIRST LEVEL – POLICE CHIEF:

The Employer or the Association, on his behalf, may submit a grievance in writing to the Police Chief. The Police chief shall review the entire matter, make an appropriate investigation through interviews, etc., and render a decision, with a copy to the Employee and/or the Association, within ten (10) days after receipt of such appear. If the employee still be aggrieved, or if a group grievance remains unsatisfied, the grievant or the Association may, within five (5) days of receipt of the decision, appeal such determination to the board of Trustees.

#### B. SECOND LEVEL – BOARD OF TRUSTEES

Upon an appeal of a grievance to the board of Trustees, the members thereof shall carefully consider the appeal at its next regularly scheduled meeting, make an appropriate investigation, at the following regularly scheduled meeting of the board, render a decision, with a copy to the Employed and/or Association. If the employee still be aggrieved, or if a group of grievance remains unsatisfied, the grievant or the Association may, within five (5) days of receipt of the decision, make a request in writing to the Suffolk County Public Employment

Relations board – Suffolk County Department of Labor that arbitration be had to consider this matter.

C. THIRD LEVEL – ARBITRATION

1. Any arbitration of the grievance shall be conducted pursuant to the rules of The Suffolk County PERB – Suffolk County Department of Labor then obtaining.

2. Within twenty (20) business days after the hearing, the Arbitrator shall make a decision based on its findings and shall advise in writing the aggrieved Employee, the Police Chief, Village of Quogue and the Association, except that the Arbitrator shall have no authority whatsoever respecting any matter as to which the Village retains exclusive rights and except that the Arbitrator shall not advise any action which requires the Village to do any act either affirmatively prohibited by law or which violates or adds to any provision of this Agreement or any validly existing rule or regulation of the Quogue Police Department. The appointing Employer and the Employee shall accept the advice of the Arbitrator except in matters requiring additional expenditure of Department funds for which there is no current budgetary allotment. Such cases shall be referred to the Mayor for appropriate action. Instances of non-compliance may be referred to the Mayor by either party to the grievance in addition to other procedures available to the Employee.

IV. TIME OF HEARINGS

All discussions and hearings between an Employee, Chief of Police, and Board of Trustees and the arbitrators shall, so far as practicable, be conducted during the Employee's working hours. An Employee and his representative shall be allowed such time off from their regular duties as may be necessary and reasonable for hearings.

V. REPRESENTATION

An Employee shall be entitled at his expense to a representative of his own choosing in the presentation and processing of a grievance.

VI. APPLICATION

1. The provisions of this procedure shall apply to all full time members of the Police Department of the Village of Quogue.

2. the provisions of this procedure shall be applicable in any department or agency to conditions which are in whole or in part subject to the control of the head of such department or agency, and which involve alleged safety or health hazards, unsatisfactorily

physical facilities, surroundings, materials or equipment, unfair or discriminatory supervisory and disciplinary practice, unjust treatment by fellow workers, unreasonable assignment or working hours or personal time allowance, unfair or unreasonable work quotas, alleged violations of the provisions of this Agreement, and all other grievances relating to conditions of employment.

3. Such items as dismissals, demotions, suspensions, reduction in pay, position classifications, salary allocations, Civil Service examinations and other matters which are specifically covered in other procedures or laws are not subject to review as grievances under this procedure.

## **VII DISCIPLINARY PROCEDURES**

1. Removal and other disciplinary proceedings shall be governed by the provisions of Sections 75, 75-a, 76 and 77 of the Civil Service Law and Section 8-804 of the Village Law of the State of New York.

2. In lieu of the above, the Employee as his option may elect to accept a Command Discipline by the Chief of Police. This procedure would be utilized in cases where the violation is not of a serious nature and the Chief is agreeable to handling the violation less formally. The Chief of Police would provide the disciplined Employee with a written copy of his decision as to the penalty imposed. If the penalty is acceptable to the disciplined Employee, than the chief's decision would be binding. If not accepted by the Employee, the procedure would be followed as stated above.

## **SECTION 34. - WORKING CONDITIONS**

A. Upon request for good cause, and at reasonable intervals of time, and Employee shall be permitted to examine his official department employment file, upon prior approval of the chief. Reasonable intervals of time shall be deemed intervals of no less than one (1) year. An Employee on a promotion list who is passed over shall be deemed to have good cause to examine said file.

B. The Chief of Police shall remove from a non-probationary full-time officer's official personnel file letters of complaint from the public concerning an officer's conduct or performance or anonymous letters of complaint of a minor nature provided same concerns an officer who has not been the subject of a prior Section 75 disciplinary proceeding. In

determining whether to remove such letters, the Chief of Police may consider the nature and seriousness of the complaint, the performance history of the police officer, the number of complaints received, and the verifiable content of the complaint. The Chief of Police shall also remove command disciplines under the same criteria set forth herein for letters of complaint provided also that the command discipline is not a repeat offense or violation which is the subject of a previous command discipline. This provision applies only to such letters and command disciplines dated and received after June 1, 1997, and only after the letters of complaint and command disciplines have been in the officer's personnel file for at least eighteen (18) months after receipt.

C. There shall be one Department "Employment Personnel File". This shall not prevent the maintenance of confidential source files or files for matters under investigation.

D. Unless part of an investigation results in a complaint being issued by the Department against an Employee, the original and all copies of anonymous correspondence and memoranda relating to phone calls shall be destroyed. The Employee, and if the Employee so consents, the P.B.A., shall be advised immediately of the outcome upon the completion of the investigation.

E. The Department shall notify an Employee of inclusion of any detrimental material in his personnel file since said Employee shall have last examined his file and shall permit such member to examine the file copy.

F. At the Employee's request, charges and specifications and all references thereto shall be removed from the personnel folder of the Employee and returned to the Employee or destroyed, if he/she is found not guilty after the administrative hearing or after proceedings are finally reversed by a court of competent jurisdiction.

G. An Employee may accept and be employed in any occupation off duty which is not in violation of Federal, State or Village law, or present Rules and Procedures. Permission slips shall be required from the Employer as a condition for securing or maintaining outside employment. However, in those specific individual cases where the Chief deems that an Officer's outside employment is in some manner compromising his position as a Police Officer, the Chief may direct that the police Officer shall cease such employment. All such decisions of the Police Chief shall be subject to the grievance procedure of the contract.

H. An Employee may carry any caliber of concealable second handgun while on duty provided the Employee produces proof of proficiency to the Chief.

I. If an employee works on another job while under suspension, compensation received by him shall not be offset any back pay to which the Employee may become entitled upon reinstatement. An Employee under suspension shall not be required to report to duty each day.

J. The Village shall not make use of the polygraph on Employees while investigating their activities. An Employee may not be ordered to take such a test.

K. In the event that an officer is sued for line-of-duty action taken (line-of-duty action is to be determined by the Village) and if a conflict of interest exists as determined by legal counsel for the village or the Village's insurance carrier so as to render it improper for the attorney for the village or the Village's insurance carrier to continue full representation of such officer, then such officer shall be permitted to retain counsel at the Employer's expense at a retainer and hourly rate that is consistent with the prevailing retainers for legal fees and hourly rates in Eastern Suffolk County. There shall be a maximum allowance of TEN THOUSAND (\$10,000) DOLLARS per incident.

#### **SECTION 35. - MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Employer retains certain exclusive rights, including but not limited to the rights to plan, determine, direct, and control or change the nature and extent of all of its operations and personnel policies and to make decisions which properly or have been a part of management or a prerogative of the Police Chief, including but not limited to the promotion of a member of the Police Department from one classification of duties to another, the tours of duty of Police Officers and the manner of the performance of such duties, and further provided that such plan, determination, direction, control or changes shall not be made or intended to be made in an oppressive or discriminatory manner.

#### **SECTION 36. - PAYSHEETS**

If a pay sheet is not turned in on time, the paycheck will not be turned over to the Employee without an approved payroll sheet. This does in no way affect the command discipline rights of the Chief of Police.

#### **SECTION 37. - HEADQUARTERS DUTY**

In the event of a disability arising from other than line of duty injuries, the Chief of Police may assign a unit member to Headquarters duty provided 1) said duty is in the best interests of the Department, and 2) the unit member is able to perform fully all of his/her duties for such period of time as determined by the Chief of Police in his discretion.

### **SECTION 38. – ZIPPER CLAUSE**

It is acknowledged that during negotiations which resulted in this agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this agreement, the Association agrees that the Village shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement.

### **SECTION 39. – POLICE VEHICLES**

All Police vehicles shall be equipped with air conditioning, a properly working AM/FM radio, a power window on the passenger side, and full four ply, grade A (or equal) tires, meeting accepted safety standards. Employees will have the right to refuse and cannot be ordered to use Department vehicles if any one or more of the following items are unsafe or not working: 1. Tires; 2. Brakes; 3. Steering (front end); 4. Radio (transmitting and receiving); 5. Lights (external); 6. Climate control; 7. Windshield wipers and washers; 8. Motor mounts; 9. Presence of any condition that would require that said vehicle not pass NYS vehicular inspection.

### **SECTION 40. – TRANSPORTATION OF PERSON IN CUSTODY**

If administratively feasible as determined by the Chief of Police or his designee, the Village shall not use one officer radio motor patrol car for the transportation of persons in custody which shall include but not be limited to dangerous prisoners, disturbed persons, etc.

### **SECTION 41. – SUBPOENA AFTER TERMINATION**

An Employee, who retires, who is called to testify or assist in any proceeding including, but not limited to, criminal and civil cases, hearings, disciplinary hearings, etc., that he investigated or was involved in prior to the termination of his services, shall be compensated for such appearances by a day's pay at the present prevailing rate with the same compensation as given to the employees in the rank he held immediately prior to his termination, an adjustment being made by subtracting the employee's per diem retirement allowance.

### **SECTION 42. – PRINTING OF AGREEMENT**

Within three weeks after execution the village shall print this agreement in sufficient numbers for distribution to all employees.

**SECTION 43. – SUFFOLK COUNTY CREDIT UNION**

The Village shall honor requests from full-time employees to withhold monies from their wages for deposit in the Suffolk County Employees Credit Union.

**SECTION 44. – RESIDENCY REQUIREMENT**

Employees shall reside within a fifteen (15) mile radius of the village.

**SECTION 45. – NOTIFICATION**

The P.B.A. shall be notified in writing in advance of any proposed changes or modifications to the rules and procedures and the P.B.A. shall further be notified in writing in advance of all general orders of Chief's orders issued and where practicable, the employees shall further be notified immediately of any emergency orders as soon as they are issued.

**SECTION 46. – STATUTORY REQUIREMENTS**

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**SECTION 47. – DURATION OF AGREEMENT**

This agreement shall become effective on the 1<sup>st</sup> day of June 2001 and shall continue to and including the last day of May 2005. If, in the event a contract for the following fiscal year has not been agreed upon, and does not take effect June 1, 2005, the terms and conditions of this contract shall remain in effect. Upon agreement, the terms of the contract for the fiscal year 2005/2006 shall take effect June 1<sup>st</sup> 2005.



IN WITNESS WHEREOF, QUOGUE POLICE BENEVOLENT ASSOCIATION, HAS  
SIGNED BY ITS PRESIDENT AND SECRETARY AND THE BOARD OF TRUSTEES OF  
THE VILLAGE OF QUOGUE HAS CAUSED THIS AGREEMENT TO BE SIGNED BY THE  
MAYOR AS OF THIS 24 DAY OF June . 2001.

INCORPORATED VILLAGE OF QUOGUE

By: Thelma Georgeson  
Thelma Georgeson, Mayor

VILLAGE OF QUOGUE  
POLICE BENEVOLENT ASSOCIATION, INC.  
By: [Signature] By: [Signature]  
John Donovan, President Christopher Isola, Secretary

SCHEDULE "A"  
SALARY SCHEDULE  
Annual Wages

	Year 1 June 2001	Year 2 June 2002	Year 3 June 2003	Year 4 June 2004
<b>POLICE OFFICER</b>				
	4%	4%	4.3%	4.3%
<b>Start</b>	40,563	42,186	44,000	45,892
<b>After:</b>				
1st year	45,832	47,665	49,715	51,852
2nd year	51,100	53,144	55,430	57,813
3rd year	56,776	59,047	61,586	64,234
4th year	64,876	67,471	70,373	73,399
5th year	74,390	77,366	80,692	84,162
<b>DETECTIVE</b>				
1st year	80,110	83,315	86,897	90,634
2nd year	82,718	86,027	89,726	93,585
<b>SERGEANT</b>				
1st year	82,313	85,605	89,286	93,126
2nd year	84,113	87,478	91,239	95,162
3rd year	86,813	90,285	94,168	98,217
<b>LIEUTENANT</b>				
1st year	90,249	93,859	97,895	102,105
2nd year	92,045	95,727	99,843	104,137
3rd year	94,794	98,586	102,825	107,246

**SCHEDULE "A2"****SALARY SCHEDULE**

	Annual Wages			
	Year 1 June 2001 4%	Year 2 June 2002 4%	Year 3 June 2003 4.3% 5	Year 4 June 2004 4.3%
<b>POLICE OFFICER</b>				
Start	40,564	42,187	44,001	45,893
After				
1st year	44,214	45,982	47,959	50,022
2nd year	48,193	50,120	52,275	54,523
3rd year	52,530	54,632	56,981	59,431
4th year	57,257	59,547	62,108	64,779
5th year	62,410	64,907	67,698	70,609
6th year	68,027	70,749	73,791	76,964
7th year	74,389	77,365	80,691	84,161
<b>DETECTIVE</b>				
1st year	80,108	83,312	86,895	90,631
2nd year	82,720	86,028	89,728	93,586
<b>SERGEANT</b>				
1st year	82,313	85,605	89,286	93,126
2nd year	84,113	87,478	91,239	95,162
3rd year	86,813	90,285	94,168	98,217
<b>LIEUTENANT</b>				
1st year	90,249	93,859	97,895	102,105
2nd year	92,047	95,729	99,846	104,139
3rd year	94,794	98,586	102,825	107,246

## **SCHEDULE "B"**

### **OFFICIAL UNIFORM LIST**

#### **QUOGUE POLICE DEPARTMENT**

- 4 Summer shirts
- 4 Winter shirts
- 3 Summer pants
- 3 Winter pants
- 1 Dress blouse
- 1 Summer jacket, nylon
- 1 Sweater vest, thermal
- 1 Hat, winter
- 1 Hat, summer
- 1pr. Uniform dress shoes
- 1pr. Uniform winter shoes
- 2 Ties, clip-on
- 1 Garrison belt, JP width
- 1 pr Gloves, winter, black
- 1 pr Gloves, white, dress

All numbers apply to initial issue only. Members may purchase other work related items not necessarily mentioned on this list, provided purchase of each item is first approved by the Chief of Police

**SCHEDULE "C"**  
**OFFICIAL EQUIPMENT LIST**  
**QUOGUE POLICE DEPARTMENT**

1	Department issued weapon
20	Rounds Ammunition
1	Holster
2	Speed Loaders and Holder
1	Sam Brown Belt, JP width
1pr	Handcuffs
1	Handcuff Case
1	Chem. Mace & Holder
1	Blackjack, flat sap
1	Badge, breast
1	Badge, hat
1	Badge case & ID case
1	Ticket Book Holder
1	Flashlight, Maglite, Heavy Duty, 5 cell
1	Key ring, belt loop
1	Name Plate
1	Body Armor Vest*
2	Collar Pin Sets
1	Leather Jacket
1	Raincoat
1 pr	Rain Boots
10	Departmental Patches

\* Replace when deemed unserviceable by trained personnel